

FILED  
GREENVILLE CO. S. C.

1524-349

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

NOV 12 11 08 AM '80  
9044  
TINSLEY

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES STEVEN SHIRLEY and ROBERT D. TRENTHAM

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of SEVENTY-SIX THOUSAND FOUR HUNDRED SIX AND 40/100-----

Dollars (\$ 76,406.40 ) due and payable

with interest thereon from November 12, 1980 at the rate of 13.0 per centum per annum, to be paid:

per terms of note of even date

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being on the western side of Rutherford Road according to a plat of property of Shirley and Trenthan, revised September 25, 1980 by Jones Engineering Service, and having, according to said plat, the following metes and bounds, to-wit;

BEGINNING at a point in the middle of Rutherford Road joint front corner of instant property and that of Tinsley and running thence S. 37-08 W. 126.73 feet to a point; thence N. 74-52 W. 212.9 feet to a point; thence N. 71-04 W. 151.5 feet to a point; thence N. 70-34 W. 50.03 feet to a point; thence N. 47-06 W. 42.5 feet to a point; thence N. 34-33 E. 69.93 feet to a point thence N. 35-37 E. 59.1 feet to a point; thence S. 70-10 E. 43.0 feet to a point; thence S. 70-10 E. 413.7 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Katherine C. Ross, dated September 27, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1112 at page 810.

DOCUMENTARY  
STAMP

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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